

**ILLINOIS WORKERS' COMPENSATION COMMISSION  
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0184778

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

**Bradley Diel**

Employee/Petitioner

Case# **25WC001845**

v.

**City of Champaign**

Setting **Urbana**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

**Bradley Diel**

Employee/Petitioner

**712 Swing About**

Street address

**Greenwood, SC 29649**

City, State, Zip code

**City of Champaign**

Employer/Respondent

**102 N. Neil Street**

Street address

**Champaign, IL 61820**

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Married**

# Dependents under age 18: **0**

Birthdate: **2/1/1964**

Average weekly wage: **\$2,163.64**

Date of accident: **4/16/2023**

How did the accident occur? **While working, lifting an obese patient who had a cardiac arrest to the cot for transport**

What part of the body was affected? **Neck, cervical, MAW**

What is the nature of the injury? **Two cervical surgeries**

The employer was notified of the accident **orally and in writing.**

Return-to-work date: **NA**

Location of accident: **Champaign**

Did the employee return to his or her regular job? **No**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

**Petitioner has obtained a line of duty disability pension.**

**TEMPORARY TOTAL DISABILITY BENEFITS:** Compensation was paid for **67 and 1/7** weeks at the rate of **\$1,466.44** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
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**12/15/2023**

**3/28/2025**

Notes regarding temporary total disability benefits:

**Received full pay pursuant to PEDA for the first 52 weeks of missed time.**

**MEDICAL EXPENSES:** The employer **has not** paid all medical bills. List unpaid bills in the space below.

**See terms.**

**PREVIOUS AGREEMENTS:** Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **N/A** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **N/A** regarding

TTD \$ **N/A**

Permanent disability \$ **N/A**

Medical expenses \$ **N/A**

Other \$ **N/A**

**TERMS OF SETTLEMENT:** **Attach a recent medical report signed by the physician who examined or treated the employee.**

Respondent to pay and Petitioner to accept \$249,505.00 in full and final settlement of any and all claims under the Workers' Compensation Act, with the exception that the Respondent reserves any and all rights under Section 5 of the Act, for all accidental injuries allegedly incurred as described herein and including any and all results, developments, or sequelae, fatal or non-fatal resulting or allegedly resulting from such accidental injuries. Issues exist between the parties as to whether the Petitioner has incurred injuries to the degree alleged and whether or not such injuries are compensable, and this settlement is made to amicably settle these issues.

Respondent has paid or agrees to pay for all reasonable, necessary, and related treatment incurred from 4/16/2023 through 11/20/2024, per the Illinois Fee Schedule or by other applicable agreement. All rights under Sections 8(a) and 19(h) of the Act are expressly waived by the parties hereto.

Petitioner stipulates that there has been no assignment of any prior workers' compensation benefits by Petitioner and that Petitioner has not assigned and will not assign any current or future benefits, in accordance with Section 21 of the Workers' Compensation Act. Petitioner hereby revokes any assignment agreement he may have previously, whether knowingly or unknowingly, entered into. In the event that an assignment was or is made and any claim is brought against the employer, insurer and/or third-party administrator under the disputably invalid assignment, Petitioner shall indemnify, hold harmless and defend the employer, insurer and/or third-party administrator against any claims filed in regard to the assignment of benefits.

Petitioner stipulates that he is not currently receiving Social Security Disability or Retirement benefits and is not otherwise Medicare eligible. Claimant has not applied for Social Security benefits and does not anticipate applying for benefits in the next six months.

Settlement represents 50% loss of the PAW.

Total amount of settlement	<b><u>\$249,505.00</u></b>	
Deduction: Attorney's fees	<b><u>\$48,901.00</u></b>	
Deduction: Petitioner's costs	<b><u>\$329.97</u></b>	<b><u>medical records</u></b>
Deduction: Other (explain)	<b><u>\$0.00</u></b>	
Amount employee will receive	<b><u>\$200,274.03</u></b>	

**PETITIONER'S SIGNATURE.** *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

/s/ Bradley Diel

Signature of petitioner

**Bradley Diel**

Name of petitioner

**(217) 841-2822**

Telephone number

**5/20/2025**

Date

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**PETITIONER'S ATTORNEY.** I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Stephen Kelly

Signature of attorney

**Stephen Kelly**

Attorney's name

**Stephen P. Kelly**

**2710 N Knoxville Avenue**

**Peoria, IL 61604**

Firm name and address

**(309) 681-1900**

Telephone number

**5/20/2025**

Date

**05354**

IWCC Code #

**skelly@stephenkellylaw.com**

E-mail address

**RESPONDENT'S ATTORNEY.** The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

/s/ Michael Bantz

Signature of attorney

**Michael Bantz**

Attorney's name

**IFMK Law LTD**

**140 South Dearborn Street**

**Suite 710**

**Chicago, IL 60603**

Firm name and address

**5/20/2025**

Date

**02337**

IWCC Code #

**(312) 422-0550**

Telephone number

**IPMG**

Name of respondent's insurance or service company

**mbantz@ifmklaw.com**

E-mail address

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**ORDER OF ARBITRATOR OR COMMISSIONER:**

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**APPROVED BY AUTHORITY OF THE  
ILLINOIS WORKERS' COMPENSATION  
COMMISSION**

**pursuant to the provisions of the  
Workers' Compensation and Workers'  
Occupational Diseases Acts**

**5/27/2025**

**By: /s/ Linda Cantrell Arbitrator**